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Baldwinsville Central School District
And Baldwinsville Teachers' Assn

SD/TA

TEACHER CONTRACT AGREEMENT

2002 – 2005

BETWEEN

BALDWINSVILLE CENTRAL SCHOOL DISTRICT

AND

BALDWINSVILLE TEACHERS' ASSOCIATION,

BALDWINSVILLE, NEW YORK 13027

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

452

TEACHER CONTRACT AGREEMENT

1999-2005

between

Baldwinsville Central School District

and

Baldwinsville Teachers' Association,

Baldwinsville, New York

13027

AGREEMENT

Agreement between the Baldwinsville Central School District of Baldwinsville, New York ("District") and the Baldwinsville Teachers Association ("Association") to govern the terms and conditions of employment and the administration of grievances arising thereunder.

ARTICLE ONE INTRODUCTORY PROVISIONS

Section 1.1. Recognition

- a) The District agrees that the Association is the exclusive bargaining agent for the certified professional personnel employed in the Baldwinsville Schools in probationary, tenured, or term substitute positions ("Teachers"), excluding teaching assistants, part-time itinerant teachers employed by BOCES, and all other employees.
- b) The District agrees that the Association has the right to negotiate terms and conditions of employment of Teachers.
- c) The District agrees that there will be no reprisals taken against any Teacher by reason of the Teacher's membership in the Association or the Teacher's participation in any of its professional activities.

Section 1.2. Board Jurisdiction

- a) The Association hereby recognizes that the Board is a state agency and as such has sole jurisdiction over the operation of the school and the management of the buildings and school program, including, but not limited to, number of employees, assignment of students, purchase, assignment, and distribution of supplies, materials, and equipment to be used in the schools, and training and supervision of Teachers.
- b) The Board upon recommendation of the Superintendent has the right to direct Teachers, including the right to hire, promote, demote, transfer, discipline, discharge, and in the exercise of reasonable judgment, determine the qualifications of a Teacher, provided none of the functions shall be exercised so as to abrogate or nullify any specific process of this Agreement or the laws of the State of New York.

Section 1.3. Term of Agreement

This Agreement shall be effective as of July 1, 2002, and shall continue in full force and effect through June 30, 2005.

Section 1.4. Entire Agreement

This Agreement contains the entire agreement between the parties on the subject matters set forth herein, supersedes and replaces that certain Agreement between the parties hereto dated July 1995, and may be modified or amended only by written agreement of the parties.

Section 1.5. Changes in Working Conditions

The District shall not make changes in existing terms and conditions of employment without prior notification and consultation with the Association.

Section 1.6. Taylor Law Clause

SECTION 204-A PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 1.7. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a) Administration shall include all supervisory employees of the District.
- b) Board shall mean the Board of Education of the District.
- c) Building Administrator shall include all principals and assistant principals.
- d) Fiscal Year shall be the period from July 1 through June 30.
- e) Full-time Employee shall be any Teacher who is regularly employed on not less than a thirty six (36) hour per week basis.
- f) Promotion shall mean a change to a higher rated position outside the bargaining unit.
- g) School shall be the period from September 1 through June 30.
- h) Superintendent shall mean the Superintendent of Schools, the chief executive officer of the District.
- i) Transfer shall mean (i) a change in subject assignments (ii) a change from the primary (K-3) level to the intermediate (4-6) level or vice versa in an elementary school; or (iii) a change in building assignment.

ARTICLE TWO GRIEVANCE PROCEDURE

Section 2.1. Purpose

It is the intent of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2.2. Definitions

- a) A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application (A grievance which is not submitted within fifteen [15] school days after the grievant knew or should have known of the

events or conditions on which it is based, shall be deemed waived by the grievant and may not thereafter be the subject of this grievance procedure).

- b) A "grievant" is the Teacher or group of Teachers who submit a grievance.

Section 2.3. Procedure

- a) Step One - Informal Discussion

Before submission of a written grievance the grievant may attempt to resolve his/her grievance informally with the building administrator in the building to which the grievant is primarily assigned within five (5) school days of the date of occurrence of the event over which the grievance arises. In the event the grievance is not connected with any particular building it may be discussed with the Superintendent within said five (5) school day period.

- b) Step Two - Formal Submission

1. If no informal settlement is attempted, or if it is attempted and fails, a grievance shall be submitted by the grievant in writing within fifteen (15) school days of the date of occurrence of the event over which the grievance arises. A written grievance shall be submitted to the building administrator in the building in which the grievance arises or to which it relates or, in the event the grievance is not connected with any particular building, it shall be submitted to the Superintendent at Step Three hereof within said fifteen (15) school day period.
2. The grievance shall set forth:
 - a) the name of the grievant;
 - b) the provision(s) of the Agreement deemed breached;
 - c) the time when, and the place where, the alleged events or conditions constituting the grievance took place;
 - d) if known, the identity of the person responsible for causing such event or conditions;
 - e) a general description of the grievance; and
 - f) the redress sought by the grievant.

3. The District representative who receives the first (1st) submission of a written grievance shall respond in writing to each such grievance within seven (7) school days after its receipt. The written response, if it constitutes a denial of the grievance, shall state the reason therefore.

c) Step Three - Superintendent's Hearing

1. Where the grievant does not accept the Step Two answer, the grievant may, within seven (7) school days of receipt of such answer, make written request to the Superintendent for a hearing on the matter. The written request shall contain the endorsement of an officer of the Association designated by it.
2. Where the grievance is being appealed directly to the Superintendent pursuant to the provisions set forth above, such appeal must be made within fifteen (15) school days of the event giving rise to the grievance.
3. The hearing shall be held with reasonable promptness; however, if the hearing is not held within ten (10) school days of the request, the grievant, by written notice to the Superintendent to that effect, may elect to proceed to arbitration.
4. At the hearing the grievant, at his/her election, may be accompanied by an Association representative. The District shall be represented at such hearing by the Superintendent or his/her designee and, at the District's option, by a representative appointed by the Board.
5. At the conclusion of the hearing, if the grievance is not settled by mutual agreement, the District may give its answer orally at that time, or in the alternative, may submit its written answer within seven (7) school days after completion of the hearing.

d) Step Four - Arbitration

1. If the grievance is not settled at Step Three of this procedure by the written answer of the District, the grievant (with Association endorsement) may take the matter to arbitration by written election to that effect given to the District within seven (7) school days after receipt of his/her answer, whether given orally at the hearing or in writing thereafter.
2. The parties shall then, within ten (10) school days, agree on the appointment of an impartial arbitrator, and submit the grievance to him for a decision. If unable to agree within the allotted ten (10) school days,

selection of the arbitrator shall be accomplished under rules of the American Arbitration Association.

3. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association.
4. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.
5. The arbitrator shall have no power to award monetary relief, or relief which has monetary consequences to the District for any period which is more than ninety (90) days before the date on which the grievance was initially submitted. This subsection 2.3.d.5. shall not apply where the relief requested pertains to an individual Teacher's salary or step placement, computations of extra pay, or other benefit that does not have unit-wide implications.
6. The decision of the arbitrator shall be final and binding upon the parties.
7. Fees and expenses of the arbitrator shall be shared equally by the District and the Association.

Section 2.4. Withdrawal

Nothing in this grievance procedure shall prevent a grievant on his/her own volition from withdrawing a grievance at any stage of the procedure.

Section 2.5. Time Limits

- a) The parties may, by written agreement, extend the time limits for any appeal and/or response.
- b) If the grievance arises late in the school year, the parties shall attempt to agree upon mutually acceptable time limits which will permit the issue to be resolved prior to the completion of the school year.

ARTICLE THREE JOB DESCRIPTION

Section 3.1. Purpose

- a) The Teacher primarily plans appropriate learning experiences for children. This endeavor reflects the cooperative interaction among all members of the school community and the philosophy of the Board.
- b) The Teacher interprets the school program to pupils, parents and community. Furthermore, each Teacher improves himself or herself and his/her profession.

Section 3.2. Activities

- a) Plans for learning experience
 - 1. Participates in scheduling and planning curriculum and program;
 - 2. Studies assigned children;
 - 3. Conducts, analyzes and records parent conferences;
 - 4. Consults with school personnel;
 - 5. Studies research material;
 - 6. Seeks to develop a sense of constructive achievement and self worth in each pupil.
- b) Provides for learning experiences
 - 1. Operates and manages a setting conducive to learning;
 - 2. Evaluates pupils and curriculum;
 - 3. Adapts teaching materials and methods and utilizes available technology to meet student needs as they relate to the curriculum;
 - 4. Groups children for optimum progress.
- c) Interprets school program
 - 1. Develops pupil understanding of the program;
 - 2. Conducts parent conferences when appropriate;
 - 3. Encourages parent participation in appropriate school affairs;

4. Assists in publicizing and interpreting school programs to parents and the community;
 5. Responds to appropriate community requests.
- d) Cooperates and interacts
1. Knows and practices school policy and adheres to professional code of ethics;
 2. Uses community resources;
 3. Shares academic expertise and knowledge with colleagues.
- e) Improves self and profession
1. Supports community organizations;
 2. Participates in professional activities through consultation, study, pre-service Teacher education, etc.

ARTICLE FOUR PROFESSIONAL DAY

Section 4.1. Regular Professional Day

- a) The regular professional day will be 7.25 continuous hours which shall commence:
1. for the Senior High School at 7:45 a.m.
 2. for the Junior High School at 7:40 a.m.
 3. for the Middle School at 7:30 a.m.
 4. for the Elementary Schools at 8:30 a.m.
- b) Resource, special education, Academic Intervention Services, and physical education teachers may volunteer for flexible starting times. Said flexible starting times shall vary by no more than forty-five (45) minutes from the starting times in 4.1.a. above.
- c) The closing times shall be subject to change when necessary. On Fridays and other days preceding vacations the workday for Teachers who have fulfilled their responsibilities may end at such times as the buses leave the building. Exceptions may be granted in individual cases, by the building principal or administrator or if unavailable, the Superintendent or his/her designee.

- d) If on occasion it becomes necessary to leave the school building during the day a Teacher may do so by arrangement with the appropriate building principal or administrator or if unavailable, the Superintendent or his/her designee.
- e) It is understood that the fulfillment of a Teacher's professional responsibilities anticipates attendance at meetings and the performance of duties beyond the regular professional day. Such responsibilities shall not be deemed contrary to the regular professional day as defined in this section. It is further understood that Teacher attendance at such meetings and Teacher performance of such duties shall not require an unreasonable number of meetings and/or an unreasonable amount of time beyond the regular professional day, as modified and/or established by past practice.
- f) On all Superintendent's conference days, orientation days and other days when the professional staff is required to work without students in attendance, the regular professional day shall commence at 8 a.m. and end at 3:15 p.m., with forty five (45) minutes, to a maximum of sixty (60) minutes, provided for lunch; or in the alternative from 8 a.m. to 1:30 p.m. without a lunch break. On all days when there is a half (1/2) day workshop, conference day or other in-service program for the instructional staff the workday shall conclude at the normal closing time, with forty five (45) minutes provided for lunch.

Section 4.2. Preparation Time

- a) Except as noted in section 4.2.b. below, each Teacher shall have a minimum of forty (40) continuous minutes of uninterrupted planning time a day. This time is to be used for planning, correcting papers and clerical duties or other activities related to pupil welfare.
- b) Each elementary reading Teacher shall have two hundred (200) minutes per five (5) day week of preparation time. This time is to be used for planning, correcting papers and clerical duties or other activities related to pupil welfare.
- c) It is the intention of the parties that a Teacher's preparation time shall not be interrupted by the administration for reasons which can reasonably be addressed at other times.

Section 4.3. Elementary Final Week

Elementary Teachers shall not be assigned classroom teaching duties for the last two (2) days of the scheduled school instructional calendar year on the condition that the District will not be penalized by the loss of state aid due to the failure of the District to require student attendance on said day(s). In the event the District would lose any

such aid, then students will be required to report on the day(s) necessary to meet the minimum requirements for state aid purposes.

ARTICLE FIVE PROVISIONS RELATING TO POSITIONS

Section 5.1. Employment Notice

- a) Each Teacher shall be notified in writing of his/her scheduled employment for the coming school year by the first (1st) of June. Each Teacher receiving such notice shall have not more than ten (10) school days to return the same to the District.
- b) The Employment Notice shall contain the following information if available:
 - 1. Level, degree and hours, placement and salary;
 - 2. Certification Status (if not permanently certified); and
 - 3. Assignment for the coming year, including the school(s) and elementary grade level or secondary subject(s) to which the Teacher will be assigned. Ref. Secondary class assignment memorandum 30 October 1985.

Section 5.2. Notices of Vacancies

- a) As bargaining unit vacancies occur during the school year the District shall publish them by posting on faculty room bulletin boards in all of the school buildings in the District for at least three (3) workdays prior to filling the position and send a copy of the posting to the Association president.
- b) Said notice shall describe the position and the qualifications for each position including salary when known.
- c) A Teacher who desires to apply for any such position shall submit his/her application in writing to the Superintendent or his/her designee within the time limit specified in the announcement.

Section 5.3. Transfers

- a) Voluntary Transfers

A Teacher desiring a transfer or a promotion shall file a written statement of such desire with the Superintendent or his/her designee.

b) Involuntary Transfers

In the event a transfer is required as a result of changing District needs, the District reserves the right to effectuate such transfer(s).

c) Procedures

This section shall apply to all transfers pursuant to Section 5.3.b. above, except transfers which result from any change in the organizational structure of the School District. In the event of changes in the organizational structure the District shall, upon written demand of the Association, meet to bargain the impact of such changes on the terms and conditions of employment of Teachers.

1. No later than two (2) calendar weeks after determining the need for a transfer, the District will post notification of a need for transfer, requesting volunteers. The posting will continue for a period of at least one (1) calendar week before the following procedure may commence.
2. The District may designate a Teacher to be transferred and shall provide written notice to that Teacher at least one (1) calendar week in advance of the scheduled implementation of such transfer.
3. The District, when making its determination will only designate a Teacher who is both certified for the position and is serving within the tenure area of the position to be filled. The District will then base its determination on the following criteria; (i) seniority in the tenure area; (ii) effect upon staff and pupils; and (iii) special qualifications related to the welfare and balance of the educational program in the District.

Section 5.4. Notice of Tenure Status

Teachers shall be advised of tenure status no later than one hundred (100) days prior to the expiration of their probationary period. However, if notification within the one hundred (100) day period would have to be made during either July or August, such notification will instead be made the Wednesday following the third (3rd) Monday in the month of May.

Section 5.5. Seniority

- a) Any full-time Teacher who has been employed for at least forty percent (40%) of a school year in two (2) or more separate tenure areas shall receive one

hundred percent (100%) seniority credit in each tenure area in which the Teacher has served for a full school year.

b) When computing seniority credit the following criteria shall apply:

1. The unit of time to be utilized for computing seniority credit is a work month. Each work month credited shall consist of at least twenty (20) school days. Ten (10) work months shall equal one (1) year of seniority credit.
2. Seniority credit may only be accumulated for full-time service rendered between September 1 and July 1 of any school year (Credit shall be given for part-time service in those cases where the School District has reduced a full-time position).
3. No deductions shall be made for a day or portion of a day for which a Teacher was paid by the District while on sick leave, family illness leave, personal leave, bereavement leave, jury duty, leave during emergency closing, NYSTRS Convention (leave) or any other paid leave of absence or release time, as such terms are defined in Article Seven and Article Eight of this Agreement.
4. When a month includes an approved unpaid leave of absence, seniority credit will continue to accrue if the employee works at least ten (10) school days during the month.
5. Relative seniority within the tenure area shall be determined on the basis of:
 - (i) The date of commencement of a Teacher's probationary term (If probationary credit is given to a Teacher for continuous regular substitute service immediately preceding that Teacher's probationary appointment, the date of commencement of the probationary term shall be the date of commencement of the continuous regular substitute service so credited);
 - (ii) If two (2) or more Teachers have the same date of commencement of probationary term, the Teacher with the earlier date of Board action appointing such Teacher to a probationary term shall have greater seniority;
 - (iii) If two (2) or more Teachers have the same date of commencement of probationary term and same date of Board action, their relative

seniority shall be determined taking into consideration all prior regular substitute service which qualifies for "Jarema Act" credit; and

- (iv) If two (2) or more Teachers have the same date of commencement of probationary term, the same date of Board action, and the same prior regular substitute service which qualifies for "Jarema Act" credit, the Teacher having the earlier Temporary Appointment Notice date shall have the greater seniority.

Section 5.6. Updated Seniority List(s)

- a) The District may issue updated seniority list(s) at its discretion.
- b) Upon issuance of such updated seniority list(s), a copy thereof will be given to the Association. The Association shall provide the District with a written statement of any disagreement it may have with respect to the updated seniority list(s). Any disagreement not presented within sixty (60) calendar days from the preparation of the updated seniority list(s) shall be deemed waived by the Association and the Teacher.
- c) Within ten (10) calendar days from the presentation of the Association's written statement of disagreement with respect to the updated seniority list(s), the parties shall meet in an attempt to resolve the same. If no resolution is reached the parties shall submit the matter to a mutually selected arbitrator for binding arbitration.

Section 5.7. Hearing Procedures (3020-a Alternative)

- a) Notwithstanding any other provision of this Agreement or statute or decision to the contrary, a Teacher may be suspended from duty as a result of being served with charges pursuant to Section 3020-a of the New York State Education Law. Such suspension shall be with pay for a period not to exceed one hundred fifty (150) calendar days. If the suspension continues beyond one hundred fifty (150) calendar days, it may, in the sole discretion of the Board, be without pay.
- b) In the event a Teacher suspended from duty as a result of charges brought pursuant to Section 3020-a wishes to challenge said charges, the Teacher shall have the option to either proceed to a hearing as provided in Section 3020-a or to utilize the grievance and arbitration procedure set forth in Article Two of this Agreement. Should the Teacher choose the grievance and arbitration procedure, the grievance may be by the mutual agreement of the parties be commenced at Step 4. The Teacher shall by written notice delivered to the Superintendent within ten (10) days after receipt of charges or the effective date of the suspension (whichever is later), indicate to the Superintendent which alternative course of

action (s)he has selected. Recourse to both alternatives shall be mutually exclusive, and the tenured Teacher's selection of one course of action shall constitute a waiver of any right, contractual or otherwise, to proceed under the other.

- c) The option provided in Section 5.7.b. hereof shall be operative only when a tenured Teacher is suspended from duty because of charges brought under Section 3020-a, and not in any instance when a suspension is not imposed. The one hundred fifty (150) day limitation on paid suspension shall be effective whether the Teacher chooses to further proceed either under Section 3020-a or under the grievance and arbitration procedure of Article Two of this Agreement.
- d) In the event that a tenured Teacher elects to proceed pursuant to the grievance and arbitration procedure in accordance with the option provided in Section 5.7.b. hereof, it is agreed that the standard to be applied by the arbitrator in such case is that no Teacher shall be disciplined, reduced in rank or compensation, or dismissed except for just cause.
- e) In the event that a tenured Teacher is suspended from duty as a result of being served with charges pursuant to Section 3020-a, the District and the Association agree to use their best efforts to achieve a speedy disposition of such charges and to take all reasonable steps to avoid unjustified delay in the resolution thereof.

ARTICLE SIX TEACHER EVALUATION AND PERSONNEL FILES

Section 6.1. Teacher Evaluations

The primary purpose of evaluation in the District is the improvement of instruction. The requirements of Section 6.1 apply only to the activities of personnel for the purpose of preparing a formal, written evaluation of a Teacher's performance. Nothing in this section limits the right of administrators or other designated personnel to visit a Teacher's work site for purposes other than formal, written evaluations of Teacher performance.

Classroom performance shall be evaluated by classroom observations which shall be conducted in accordance with the following procedures:

- a) Classroom Observation Requirements
 - 1. All non-tenured Teachers will be observed at least three (3) times a year, two (2) of which will be by a building administrator, and the third (3rd) by either a building administrator or the designated subject area instructional

supervisor. At least two (2) of the observations will be preceded by a pre-observation conference.

Additionally, the instructional Supervisor will work cooperatively with the non-tenured Teacher, and this process will include informal (non-written) observation and evaluation of the non-tenured Teacher. In May of each year, the non-tenured Teacher will participate with the Building Administrator and the Instructional Supervisor in an annual review conference. After this conference, the non-tenured Teacher will be given a two-part written evaluation summary prepared by the Building Administrator and the Instructional Supervisor.

2. Tenured Teachers will be observed at least one time a year by either a building administrator or the designated subject area instructional supervisor. At least one (1) of the observations will be preceded by a pre-observation conference.
3. Classroom observations will be carried out using the model described in Section 6.1.b. below.
4. Classroom Observations may be conducted more frequently than the minimum number of times required by sub-paragraphs a.1. and a.2.
5. Classroom Observations shall be conducted at intervals which are reasonable, under the circumstances, to provide an opportunity to correct any noted deficiencies. Under normal circumstances, observations will be completed between October 1st and May 31st.

b) Classroom Observations Procedure

1. A pre-observation conference (Ref: Intent memorandum 30 October 1985), when required by subparagraphs a.1. and a.2. hereof, will be held with the Teacher no more than two (2) school days prior to the classroom observation, at which time the Teacher and the observer will discuss the purpose and objectives of the class to be observed.
2. A post-observation conference will be held with the Teacher no more than five (5) school days after the classroom observation to discuss the same (By mutual consent, this time period may be extended for emergency reasons).
3. The written classroom observation report will be given to the Teacher no more than five (5) school days after completion of the post-observation conference.

4. Within five (5) school days of receipt of the written classroom observation report, the Teacher will return a signed and dated copy to the observer. The Teacher's signature does not indicate approval or disapproval of the context thereof.
5. The Teacher has the right to respond to the written classroom observation report within five (5) school days of the Teacher's signing and dating said report by attaching a written memorandum thereto. No writings shall be made upon the classroom observation report itself.

c) Evaluation of Persons Other Than Classroom Teachers

The performance of Teachers who do not regularly teach in the classroom (e.g., guidance counselors, librarians, and school psychologists) may be evaluated by means of observations and review of work material. Such Teachers will be notified in September of the school year, in writing, who their evaluator will be for that year. The evaluator's impressions will be discussed with the Teacher and noted in a written report. The discussion of the report will follow the procedures of 6.1.b.

d) Monitoring

All monitoring by audio systems or observation of the work performance of the Teacher will be conducted openly with full knowledge of the Teacher.

Section 6.2 Personnel File

a) **Procedure for Placement of Material in Personnel Files**

1. A conference will be held with the Teacher prior to the placement of any material in his/her personnel file(s) to discuss the same.
2. Within five (5) school days after the date of the conference the Teacher will be given a copy of the written material, if any, that is to be placed in his/her personnel file(s).
3. Within five (5) school days of the receipt of the written materials:
 - (i) The Teacher will return a signed and dated copy of the material which will then be placed in the Teacher's personnel file(s). The Teacher's signature does not indicate approval or disapproval of said material.

- (ii) The Teacher shall have the right to submit a written response to said material (which will be attached to the file copy) and/or to specify in detail, in writing, any alleged inaccuracy or incorrectness of the material. The rights specified in this subparagraph 6.2.a.3.(ii) shall be deemed to have been waived if they are not exercised within five (5) school days of the Teacher's signing and dating said material.

b) Correction of Personnel Files

Any material placed in a Teacher's personnel file that is demonstrated by the Teacher by clear and convincing evidence to be incorrect or inaccurate will be either removed from the file or corrected; provided that the alleged inaccuracy or incorrectness is specified in the manner and within the time limit established in subparagraph 6.2.a.3.(ii) above. The request to remove inaccurate or incorrect materials from the file shall not be retained in the personnel file(s) in those cases where the material is subsequently removed or corrected.

c) Review of Personnel Files

A Teacher shall have the right, upon request, at any reasonable time to review the contents of his/her personnel file(s) and to make copies of any documents in it at the Teacher's expense. A Teacher shall have the right to have a representative of the Association accompany him/her during such review. All reviews shall be conducted in the presence of a District representative.

ARTICLE SEVEN LEAVES

Section 7.1. Preparation for Absence

- a) A Teacher shall be prepared at all times for the possibility of absence by providing such definite plans and general directions as far in advance as will enable a substitute Teacher to proceed efficiently with the instruction of students.
- b) Unless (s)he has previously indicated the anticipated length of absence, a Teacher who is going to be absent the second (2nd) consecutive day, or successive days thereafter, will call the building principal by 2 p.m. during the previous day's absence in order to increase the likelihood that the same substitute Teacher may be rehired for the next day. If an anticipated length of absence is shortened, the building principal shall be notified immediately.

Section 7.2.Sick Leave

- a) Teachers will be allowed twelve (12) school days of absence each year on account of personal illness without loss of pay. Any of the twelve (12) days not used will be cumulative without limit. Upon a Teacher's request additional sick leave may be granted by the Board in cases of hospitalization or a doctor's certification of illness. Teachers employed on other than a ten (10) month basis will receive one half (1/2) day per year for each ten (10) working days employed.
- b) Sick Leave Bank
 1. A Sick Leave Bank is hereby established. The purpose of this Bank is to provide for continuation of sick leave benefits for a Teacher after all of his/her individual sick leave is exhausted. To become a member of the Sick Leave Bank, a Teacher will contribute two (2) of his/her individual sick days to the Bank. If the total number of sick days in the bank drops below 500 days, the District will deduct one (1) additional day from each member in September of the following school year to be contributed to the Bank.
 2. Newly hired Teachers will have thirty (30) days from the date of hiring to join the Sick Leave Bank. Upon entry into the Sick Leave Bank, benefits will be immediately available.
 3. Contributing Teachers who have not previously been members of the Sick Leave bank will have to wait thirty (30) days after the date of their membership to receive benefits.
 4. A Teacher may not withdraw days from the Bank until his/her individual sick leave is depleted.
 5. For a Teacher in his/her first year of District service, at least the first ten (10) work days of illness or disability must be covered by the Teacher's individual sick leave or be taken as absence without pay.
 6. For a Teacher in his/her second year of District service at least the first twenty (20) school days of illness or disability must be covered by the Teacher's individual accumulated sick leave or be taken as absence without pay.
 7. For a Teacher with more than two (2) years of district service at least the first thirty (30) school days of illness or disability must be covered by the Teacher's individual sick leave or be taken as absence without pay.

8. In the event that the same disability continues into a second or third school year, the teacher will enter the sick bank immediately after exhausting the current year's sick leave. A doctor's written verification of the Teacher's continuing disability must be submitted to the Superintendent or his/her designee.
 9. A Teacher will be entitled to receive a maximum of sixty (60) sick days from the Sick Leave bank in any school year.
 10. No Teacher will be allowed to deduct more than a lifetime total of 180 days from the Sick Leave Bank.
- c) When accumulated sick leave and Sick Leave Bank entitlements are exhausted a Teacher shall be entitled to additional leave to be computed as follows: For absence resulting from personal illness extending beyond the sick leave allowed in Section 7.2.a. hereof, Teachers will be allowed thirty (30) school days of leave for which the daily deduction from salary will be the then current per diem substitute Teacher's rate of pay. As of 30 June 1983, the amount of sub pay deduction leave days accumulated will be frozen (maximum one hundred twenty (120) days) for all Teachers and no further accumulation will thereafter be granted.
 - d) A physician's certificate for Teacher's absence may be requested by the Board.
 - e) Quarantine - There will be no loss of pay for Teachers who are quarantined. The time lost for quarantine will not be deducted from sick leave.
 - f) All regular District Teachers who have accrued sick leave on June 30 of a school year may use sick leave during that calendar year's summer school session.

Section 7.3. Family Illness Leave

- a) Each full-time Teacher shall be entitled to two (2) days of family sick leave for illness in his/her immediate family per school year on a non-cumulative basis, prorated for part-time employees.
- b) Immediate family consists of those domiciled with the Teacher or first (1st) degree of kinship or one who stands in locus parentis.
- c) In the event that a Teacher has used the allotted family illness leave and additional family illness leave is needed, said Teacher may convert accumulated sick leave from 7.2.a. to family illness leave by notifying the Building Principal in writing within two (2) work days of return to duty.

Section 7.4. Personal Leave

- a) Personal Leave is intended to provide a Teacher with time to attend to personal matters which can only be attended to during normal working hours. such as residence closings, emergency maintenance problems, professional improvement, medical and dental appointments, etc., and is not intended to be used to create or extend holiday or vacation periods, or for recreational purposes, nor for arriving late at the beginning of the school year or leaving early at the end of the school year.
- b) A Teacher intending to be absent on personal leave shall normally file with the building principal a minimum of twenty-four (24) hours advance notice.
- c) Each full-time Teacher shall be entitled to three (3) days of personal leave per school year, pro-rated for part-time employees on a non-cumulative basis; provided, however, that up to a maximum of three (3) days of unused personal leave shall be cumulative to sick leave under Section 7.2.a. of this Article.
- d) In addition to the aforesaid provision for personal leave without loss of pay, three days of personal leave shall be available during which the Teacher will be paid the difference between his/her salary and the then current per diem substitute Teacher's rate of pay. Reasons may be required. No leave under this section shall be cumulative to sick leave under Section 7.2. of this Article.
- e) If a building administrator receives notices of personal leave for any day in excess of his/her ability to obtain substitutes, he/she shall have the authority to limit the number of Teachers absent for personal reasons, but he/she shall grant no less than one absence for each ten (10) Teachers, or major fraction thereof in this building, in the order that requests were received.

Section 7.5. Bereavement Leave

- a) Each Teacher shall be granted up to three (3) days of leave with full pay for each death of a member of the immediate family (listed below), or one who stands in locus parentis. Such leave shall be on a non-cumulative basis.

The immediate family consists of the following:

Husband	Son
Wife	Daughter
Mother	Father-in-Law
Father	Mother-in-Law
Guardian	Son-in-Law

Sister	Daughter-in-Law
Brother	Grandchildren
Step parents	Grandparents, or grandparents of spouse
Step children	

- b) Each Teacher shall be allowed up to one (1) teaching day with pay to attend the funeral of each of the following relatives:

Aunt or Uncle	Aunt or Uncle of Spouse
Nephew	Niece
Brother-in-Law	Sister-in-Law
Cousin	

- c) In the event that a Teacher has used the allotted bereavement leave in 7.5.a. or 7.5.b. and additional bereavement leave is needed, said Teacher may convert accumulated sick leave from 7.2.a. to bereavement leave by notifying the Building Principal in writing within two (2) work days of return to duty.

Section 7.6 Jury Duty/Court Appearances

Each Teacher required to serve on jury duty or appear under subpoena on a school day shall be granted leave with full pay for the period necessary in order to perform such duties. Such absences shall not be deducted from any other leave of absence. The daily per diem paid by the Court for jury duty shall be transferred to the District, less receipted out-of-pocket expenses exclusive of meals.

Section 7.7 Parental Leave

- a) A leave of absence without pay may be granted, upon request, to a Teacher by the Board, upon the recommendation of the Superintendent of Schools, for the purpose of child bearing and/or child rearing, for a period not to exceed two (2) years.
- b) A Teacher shall give reasonable notice to the District, in writing, that such leave is requested.
 1. Thirty (30) days advance notice shall be considered reasonable notice in the event of adoption. The commencement date of the leave is to be immediately following the notification of placement by the adoption agency.

2. Four (4) months notice shall be considered reasonable notice in the event of pregnancy, with the commencement date of the leave to be determined by mutual agreement of the Teacher and her physician, subject to verification by a physician designated by the District.
- c) Ordinarily, the expiration of the leave shall coincide with the commencement of a school semester. In the event a position for which the Teacher is certified is available, the return date will be revised by mutual agreement between the Teacher and the Superintendent, or his/her designee.

Section 7.8. Exchange Teaching

Any Teacher may apply for participation in the Teacher Exchange Program of the United States Department of Education. The determination of how many and which Teachers shall participate in such a program will rest with the Superintendent. A Teacher's tenure when participating in such a program shall operate as it does when a Teacher is on military leave.

Section 7.9. Leave During Emergency Closings

Any Teacher who is on authorized leave with pay when schools are closed due to weather conditions or other emergencies, shall receive full pay for such days and shall not have said days deducted from his/her applicable leave allowance.

Section 7.10. NYSTRS Convention

Duly elected delegate(s) to the New York State Teachers Retirement Convention shall be provided normal and necessary expenses as designates of the District; and a substitute, if required, will be provided. Such delegates will apply for Convention attendance in accordance with the District's procedures for requesting conference attendance and shall submit a written report to the Superintendent or his/her designee within ten (10) school days of the conclusion of the Convention.

Section 7.11. Leaves of Absence

Upon application from a Teacher the District at its sole discretion may grant a leave of absence with or without pay for such period of time as it determines. The application for such a leave, accompanied by reasons for the request, shall be made to the Board through the Superintendent. Refusal to grant such a leave shall not be the subject of a grievance.

Section 7.12 Military Leaves

Military leaves will be granted in accordance with state and federal laws and regulations.

ARTICLE EIGHT ASSOCIATION PRIVILEGES

Section 8.1. Release Time

- a) Representatives of the Association will be entitled to release time, without loss of pay, for the purposes of attending the annual NEA/NY Convention and conducting Association business. This release time shall not exceed a cumulative total of twenty-one (21) school days during the school year.
- b) Representatives of the Association shall also be entitled to additional release time for the same purposes provided that the Association pays the District the cost of any substitute Teachers. Such additional release time shall not exceed a cumulative total of twenty-five (25) school days during the school year.
- c) Administrative approval shall be required for all release time except attendance at the NEA/NY Annual Convention; such approval shall not be unreasonably withheld. Five (5) school days notice shall be provided to the building principal for attendance at the NEA/NY Annual Convention.
- d) The release time provided for under paragraphs a. and b. hereof shall be taken in either one half (1/2) or entire school day units.

Section 8.2. Release Time for Association President

- a) The Association President will be released from homeroom duty, bus duty, study hall and detention duty and will carry a teaching load of no more than 3 classes at the Secondary, or 0.6 FTE at the Elementary.
- b) The Association Vice President will be released from all non-teaching duties.
- c) In the event that the Association Secretary is in the same building, when feasible said secretary will be given an unassigned period at the same time as the Association President.

Section 8.3. Executive Committee Release Time

Members of the Association Executive Committee will be released at the conclusion of teaching once each month to attend executive committee meetings. Said members will notify the building principal not less than twenty-four hours in advance of each such meeting.

Section 8.4. Association-Superintendent Communications

To help maintain smooth working relations with Teachers, the Association President and the Superintendent will meet once a month, if requested, on reasonable notice by either, to discuss matters of mutual concern. Additional meetings may be held by mutual consent of the president of the Association and the Superintendent.

Section 8.5. Informal Discussions

In order to promote a better working relationship between the District and the Teachers, informal discussions shall be conducted as mutually agreed to. Representation for these discussions will consist of three (3) Board members, three (3) Administrators, and four (4) Teachers appointed by the Association, unless otherwise agreed upon by the parties. The parties agree that these informal discussions are not to be construed as negotiations, and that agreement is not required by either party at the conclusion of such informal discussions.

Section 8.6. Communications Access

In the performance of its functions, the Association has the right to use faculty room bulletin boards, inter school mail services and Teacher mailboxes.

Section 8.7. Equipment Access

The Association may make reasonable after school use of school-owned equipment for Association purposes. Such use shall be at no expense to the District.

Section 8.8. School Use

The Association may use rooms in school buildings in the performance of Association functions by prior arrangements with the appropriate building principal, providing such use does not conflict with regular school and other prescheduled use of such space. For use of auditoriums or large meeting rooms, when the custodian is not on duty, the Association shall apply to the Board in the same manner and under the same conditions as other organizations.

Section 8.9. Office Space

If unassigned space is available, the District, upon request, will provide such space for the Association president to conduct Association business.

Section 8.10. Statistical Access

District financial budgetary information and other statistics relative to economic benefit and District policies which are public documents will be made available to the Association upon request.

Section 8.11. Minutes

- a) The District agrees to distribute a copy of the minutes of regular Board meetings to the Association president.
- b) The Association agrees to distribute a copy of the minutes of general Association meetings to the Superintendent and Board members.

Section 8.12. Telephone

The District shall install a telephone in the room of the Association president. This telephone shall be interconnected with District-wide extension telephones as well as outside lines. The Association will pay for the installation and monthly charges for this telephone.

ARTICLE NINE COMMITTEES

Section 9.1. Joint Work Committees

Joint Work Committees may be appointed by the parties for each school year as mutually agreed upon by the president of the Association and the Superintendent.

- a) The number of members serving on such committees shall be determined by mutual agreement between the Superintendent and the president of the Association. A list of the members of each committee shall be submitted by each party to the other not less than five (5) school days prior to the organizational meeting.
- b) The purpose of each committee shall be clearly specified jointly by the Superintendent and the Association president at the organizational meeting of each committee unless otherwise agreed upon.
- c) Upon completion of its work, each committee shall make written recommendations to the Superintendent and Association president for their comments and return to the committee within ten (10) school days. After any

necessary refinements, the committee shall make a written recommendation to the Board, through the Superintendent, for action by it within thirty (30) school days of receipt of said recommendation.

Section 9.2. School Calendar

The jointly appointed school calendar committee shall work and report to the District on a suggested calendar for each applicable school year during that term of this Agreement. When adopted by the Board, the calendar for each applicable school year shall become a part of this Agreement by reference.

Section 9.3. Publications and Travel Committee

The Publications and Travel Committee shall consist of five (5) members, three (3) of whom shall be Teachers appointed by the Teachers Association (not more than one (1) Teacher from each discipline) and two (2) administrators appointed by the Superintendent or his/her designee.

Section 9.4 Voluntary Service on Committees

Teachers may serve voluntarily (without compensation) on committees with the following conditions or exceptions:

- a) Teachers will be compensated at a rate established in Section 12.13.b. for Professional Development Committee meetings held after the normal school day.
- b) Teachers representing the Baldwinsville Teachers Association on the District Advisory Team will be compensated at the rate established in Section 12.13.b. Teachers serving on State Education Department mandated committees, after the normal school day or year, will be compensated.
- c) Teachers mandated to serve on a building or District committee by the administration will be compensated at the rate established in Section 12.13.b. for the time served on the committee.
- d) Non-tenured Teachers may volunteer to serve on no more than one committee per year unless by mutual agreement between the District and the Baldwinsville Teachers' Association.
- e) The Teacher(s) volunteering to serve on committees for one (1) year will not establish a past practice that they will continue to serve on that or any other committee. The District will maintain a record of committees, the number of

teacher participants and total volunteer time given by teachers for committee participation during each school year of this contract. Individual teacher names will not be recorded.

ARTICLE TEN CONTINUING EDUCATION

Section 10.1. Continuing Teacher Education

In order to foster the improvement of instruction and to stimulate the professional growth of the faculty, the District encourages each Teacher to participate in continuing education programs in the area of the Teacher's certification or in related programs which are consistent with the educational objectives of the District. Areas of approvable continuing education programs may be either accredited college or District offered courses. All other continuing education proposals shall be considered individually and shall have the prior approval of the Superintendent or his/her designee.

Section 10.2. College Courses

- a) Approval of courses for salary increases at the same step is automatic for courses for a degree for which a Teacher has matriculated in his/her field and for courses that are in the Teacher's field of instruction.
 - 1. All other courses taken for salary credit will be subject to the approval of the Superintendent or his/her designee.
 - 2. College courses taken to meet the 175 hours of Professional Development requirement of the SED must be consistent with the District Plan for Professional Development and have prior approval of the Superintendent or his/her Designee.
- b) Teachers seeking certification in fields other than their present teaching field must obtain prior approval from the Superintendent or his/her designee if the Teacher intends to qualify for an increase in salary.

Section 10.3. Local Courses

- a) Local courses shall be defined as any course offered under the auspices of the District or any in-service course offered under the auspices of the State Education Department.

- b) The Superintendent or his/her designated representative shall have the right to offer to Teachers in specific teaching areas the opportunity to attend local courses, which are designed to assist the Teacher in completing the education objectives and goals of the District. Such courses are to be at no expense to the Teacher except where the District determines that for economic reasons a charge shall be made. Where such a charge is made for a course, a Teacher may elect not to take the course.
- c) Teachers shall be compensated for participation in local courses in one of three ways:
 - 1. Salary schedule: Each fourteen (14) hours of participation shall be equivalent to one (1) hour of salary credit; Teacher to be paid at the contractual rate. Activities in this category will include Teacher Center workshops, college seminars and offerings sponsored by institutions outside the school District.
 - 2. The hourly contractual rate for District sponsored technology in-service will be paid for the first nine (9) hours of technology training. Additional hours shall be compensated as in section 10.3.c.1. above, or at the hourly contractual rate if the teacher so chooses.
 - 3. Release Time: Substitute coverage will be provided for Teachers to allow for attendance and participation in approved staff development activities.
- d) Teachers in the specific teaching areas designated by the Superintendent and who will be eligible for course hour credit shall submit prior written applications to the Superintendent or his/her designee in order to receive such credit. Teachers not in the designated specific teaching area shall not receive course hour credit.

Section 10.4. Professional Conference Attendance

- a) Given that the Teacher provides reasonable written notice and receives the prior written approval of the appropriate administrator, he or she may attend workshops, seminars, conferences or other professional improvement sessions. The Board encourages such attendance and will pay reasonable expenses, including registration fees, meals, lodging and transportation incurred by the Teacher for which the Teacher provides receipts.
- b) The District reserves the right to disapprove reimbursement of any expenses considered to be unreasonable or unnecessary.

- c) In addition a Teacher may, with the approval set forth above, attend such professional improvement sessions at his/her own expense. The Board will pay each Teacher his/her regular salary while absent in connection with attendance at such sessions and will also pay all substitute's salaries necessitated.
- d) A Teacher attending any of the above professional improvement sessions shall submit a type of report, as determined by the said appropriate administrator, within ten (10) school days after returning.

Section 10.5. 175 Hours of Professional Development

The District will provide Teachers who are required by the SED to complete 175 professional development hours every five (5) years with the opportunity to complete those hours during the school day. Such opportunities shall be at no cost to the Teacher.

Section 10.6. Publication

Any professional article or book accepted for publication shall be considered by the Board upon application of the Teacher-author. Such publication must be submitted to the Superintendent or his/her designee prior to publication if credit is desired. Based upon a review of the manuscript by the Publication and Travel Committee and recommendation of the Superintendent, the Board will assign the number of credits if any to be granted.

Section 10.7. Travel

- a) An itinerary and a statement of objectives must be filed with the Superintendent or his/her designee by the individual Teacher at least sixty (60) days prior to the beginning of such travel. Based upon a review of the travel itinerary and statement of objectives by the Publication and Travel Committee and the recommendation of the Superintendent, the Board will determine whether such proposed travel is approvable, and if so, will determine the number of credits to be awarded upon satisfactory completion of the requirements.
- b) The Teacher will be so notified by the Superintendent or his/her designee within three (3) workdays of Board action on the request. A typewritten report of the travel shall be submitted to the Superintendent or his/her designee within thirty (30) days after travel is completed. Based upon a review of the report by the Publication and Travel Committee and the recommendation of the Superintendent, the Board will determine whether there has been satisfactory completion.

Section 10.8. Other

The Superintendent or his/her designee may grant credit for special continuing education programs on an individually considered basis.

**ARTICLE ELEVEN
MISCELLANEOUS**

Section 11.1. Teacher Availability

At the request of the Superintendent or his/her designee, a Teacher shall be available for professional duties during the school year except for legal holidays, inclement weather days when school is closed, and normal school recesses as indicated in the school calendar.

Section 11.2. Class Size

It is the common goal of the District and the Association that, to the extent financial, budgetary or space considerations make it feasible, normal class size shall be:

For Primary A (Grades K-1)	District Average 20
For Primary B (Grades 2 & 3)	District Average 23
For Intermediate (Grades 4, 5, & 6)	District Average 25
For Secondary (Grades 7-12)	District Average 27
For Special Subjects	Guidelines will be Regulations of the Commissioner

Section 11.3 Teacher's Assistance

- a) There shall be an equivalent of a minimum of twenty (20) hours per five (5) day week of Teacher assistance time in each building for grades K-6. The duties of such personnel shall be determined by agreement between a committee of three

- (3) Teachers and the building principal from each building during the month of September.
- b) The District further agrees to provide not less than thirty two and five tenths (32.5) hours per five (5) day week of additional Teacher assistance personnel time in each K-5 building, their duties to be designated by the District.
 - c) Appropriate assistance will be provided by the District to monitor the lunch rooms at grades K - 6 to relieve teachers of the duty of supervising students during the lunch period.

Section 11.4. Reading Program

The District agrees to continue its best efforts to maintain a reading program.

Section 11.5. Elementary Parent-Teacher Conference Days

In order to promote the welfare of elementary students through contact with their parents, the district and the association hereby acknowledge the need for elementary parent-teacher conferences. Teachers shall participate in such conferences on the following basis:

- a) In the fall semester, each Elementary Teacher of grades K-5 will be allotted four (4) one-half (1/2) day sessions without students for the purpose of holding parent conferences. Kindergarten Teachers who teach two (2) classes will be allotted eight (8) one-half (1/2) day sessions in the fall semester.
- b) In the spring semester, each Elementary Teacher of grades K-5 will be allotted two (2) one-half (1/2) day sessions without students for the purpose of holding parent conferences. Kindergarten Teachers who teach two (2) classes will be allotted four (4) one-half (1/2) day sessions in the spring semester.
- c) If it is necessary for the Elementary Teacher of grades K-5 to hold parent conferences during the evening hours, the Teacher will be permitted to leave in the afternoon immediately following student dismissal on parent conference days.

Section 11.6. Compliance Committee

- a) The Association will form a special committee to deal with compliance with the terms of this Agreement. The names of committee members, building location and designated chairperson shall be given to the Superintendent annually by

October 10. The Superintendent will also be notified of any changes in the committee subsequent to October 10 as they occur.

- b) The Superintendent or his/her designated representative has the right to notify the committee of alleged noncompliance. The Superintendent shall receive from this committee all reports of its investigations and actions within fifteen (15) school days after receipt of the Superintendent's request.

Section 11.7. Medical Inspections

For the purpose of protection of District pupils, each Teacher will be required to be examined in a manner prescribed by the school physician during the first (1st) year of employment. Each Teacher will have the choice of being examined by the school appointed physician or a physician of the Teacher's choice. The Teacher will pay the fee of his/her personal physician and submit the report to the Personnel Office within three (3) months of commencement of employment on the prescribed form.

Section 11.8. Office Coverage

During such time as a building administrator(s) and secretary are temporarily absent from the office during a school day, no Teacher will be required to cover their absence.

Section 11.9. Bargaining Unit Work

Administrators may teach any number of classes as long as they do not displace existing teaching staff.

Section 11.10. Student Discipline

Pupil(s) who is/are temporarily removed from a classroom at any time by a Teacher, shall be immediately directed by that Teacher to a building administrator.

Section 11.11. Savings Clause

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, shall be determined by a court or agency of competent jurisdiction to be contrary to law, or to the rules and regulations of the Commissioner of Education, or any other rule or regulation having the force and effect of law, then such provision or application shall be deemed null and void, and all other provisions of this Agreement will continue in full force and effect.

Section 11.12. Non-Resident Tuition

Children of any member of the Baldwinsville Teachers Association ("BTA") who is not a resident of the Baldwinsville School District ("The District") may attend the District schools tuition-free, subject to the following conditions:

- a) The enrollment of such children does not cause the size of any class to exceed the number specified as the "District Average" for the affected grade level in Section 11.2. of the Agreement.
- b) The enrollment of such children does not result in the addition of any staff (the determination of staffing to be made by the administration and Board of Education).
- c) The parents of such children shall be responsible for the child's transportation to and from school. Such transportation shall be at no cost to the District.
- d) Children of BTA members who are classified as handicapped under the Education of All Handicapped Children Act and New York Education Law, Article 89, may not attend the District schools, except in compliance with the requirements of such statutes (and the applicable regulations of the Commissioner) and with the approval of the Committees on Special Education for both the child's home school district and the District.
- e) Students in occupational education programs will be excepted from Section 11.12. An agreement regarding occupational education students (which provides that costs over the normal per-pupil expenditure will be charged as tuition) will be developed and confirmed in a separate Memorandum of Understanding.
- f) Such children shall otherwise be accorded all of the rights and responsibilities of any other District student, with the specific exceptions set forth above.

Section 11.13. Rented Classroom Space

In the event that the District has unused classrooms, students with handicapping conditions who would have been educated outside of the District may be kept in District in a BOCES classroom.

Section 11.14. Prior Agreements

The Memorandum of Agreement, dated 10/30/85, and the Grievance Settlement dated 5/9/90 between the parties shall both survive the execution of this agreement.

ARTICLE TWELVE COMPENSATION

Section 12.1. Salary Payment

- a) Teachers shall be compensated in accordance with the appropriate Sections of this Article.
- b) The District shall have the right to employ a Teacher at a salary in excess of that set forth on the annexed salary schedules. The Association shall be informed of the name and salary of and Teacher so employed.
- c) The District will pay each Teacher a salary which will be divided into twenty-two (22) equal payments for each school year beginning with the first (1st) Friday of September after Labor Day, subsequent payments to be made as set forth on the applicable year's school calendar.
- d) In the event a Teacher leaves the District with less than thirty (30) days' notice and owes the District money, the District shall notify the Teacher in writing at the Teacher's last known address by certified mail. If the Teacher either refuses to repay the District or does not reply to the District within four (4) weeks of the postmarked date on the certified letter, the Association shall reimburse the District the sum due and owing by the Teacher.
- e) In the event a Teacher leaves the District with at least thirty (30) days' notice, the District shall adjust the salary payments provided for in Section 12.1.c. hereof to compensate the Teacher only for services actually rendered, and the Association shall have no obligation to reimburse the District for any overpayment thereof. In the event a Teacher leaves the District owing it money for reasons other than an overpayment of salary paid in accordance with Section 12.1.c. hereof, the District shall notify the Teacher in writing of said claim at the Teacher's last known address by certified mail. If the Teacher either refuses to repay the District or does not reply to the District within four (4) weeks of the postmarked date on the certified letter, the Association shall reimburse the District the sum due and owing by the Teacher.
- f) The Association assumes responsibility for informing Teachers of the implications of Sections 12.1.c., 12.1.d. and 12.1.e. above.

Section 12.2. Payroll Deductions

- a) The District agrees:
 - 1. To deduct from the salaries of its Teachers dues to the Baldwinsville Teachers Association and NEA/NY, if so authorized in writing by the

Teacher, and to transmit the moneys so deducted promptly to the Association treasurer.

The District shall deduct from the salary of Teachers in the bargaining unit who are not members of the Association an amount equivalent to dues levied by the Association, in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York.

2. That no deductions will be made on any paydays during the month of September;
 3. To furnish a list of Teachers, by building or in the order in which the Payroll Deductions Authorization Summary will be submitted, by the last payday in October, indicating carry-over and new authorizations; and
 4. To notify the Association treasurer as to the date of termination and the name of each Teacher leaving the District's employ.
- b) The Association agrees:
1. To secure a payroll deduction authorization from any Teacher who elects to have any of the dues referred to in Paragraph 12.2.a.1. of this Article deducted from his/her salary. A Teacher has the right to decline authorization for dues deductions and may, if (s)he so desires, pay dues directly to the Association treasurer:
 2. To deliver the applicable authorizations to the District Personnel Office in alphabetical order according to school assignment by the first (1st) payday in September. If this deadline is not met, the deductions will begin on the next payroll not in preparation at the time of receipt of said authorizations; and
 3. That it understands that there may be unusual circumstances (such as illness beyond sick leave) where a net paycheck, after other legally required deductions, is not sufficient to cover the dues, in which case no dues will be deducted for that Teacher in that pay period.
- c) Deductions for District-approved Tax Sheltered Annuities, Individual Retirement Accounts and Payroll savings plans will be made by the District when requested and authorized by a Teacher. A minimum of fifteen (15) days

written notice must be given to the District's payroll department prior to the requested deduction date.

- d) All Tax Sheltered Annuities ("TSA") and Individual Retirement Accounts ("IRA") will be subject to the following rules:
1. A Teacher may authorize a new TSA or IRA or terminate an existing TSA or IRA at any time.
 2. Changes in a Teacher's payroll deduction will be allowed four (4) times per year at the calendar quarter. A minimum of 15 days written notice must be given to the District's payroll office prior to the end of each quarter. (By December 16, March 16, June 15, September 15)
 3. New contracts will be accepted only with financial institutions that offer 403(b) Plans that are servicing a minimum of five (5) contracts or that have at least five (5) new contracts to initiate.
 4. A Teacher may negotiate not more than one (1) TSA and IRA to be effective at the same time.
 5. Newly established TSA or IRA contracts shall not be eligible for increase or decrease until after the first (1st) six (6) months in which payroll deductions have been made.

Section 12.3. Mileage Reimbursement

The District agrees to reimburse Teachers who are required by the District to use their automobile in fulfilling their duties at the rate and in the manner established by Board policy.

Section 12.4. Health Insurance

- a) 1. District health insurance plans currently in effect shall remain in effect.
2. Modifications may be made in such plans by the District provided, however, that no such changes shall result in a reduction of present benefits.
3. Additional benefits may be added to such plans by the plan provider if the plan provider adds said benefits to the plans of all groups insured by the plan provider, e.g. a benefit is mandated by the State of New York.

4. Benefit reductions may be made in such plans by the plan provider to the extent that the plan provider reduces said benefits to all groups insured by the provider and files such reduction with the State Insurance Department. In the event of any such anticipated reduction, the District, once notified and aware, will immediately notify the President of the Baldwinsville Teachers' Association. A timely meeting will then be scheduled between representatives of the Baldwinsville Teachers' Association, the District and the plan provider.
5. The District and Baldwinsville Teachers' Association jointly agree to search out an available plan that will provide similar benefits at a similar cost in the case of a benefit reduction as described in 12.4.a.4. above.
- b) The District shall participate in insurance premium costs for all District Health Insurance Plans by contributing ninety-five percent (95%) of the premium for all enrolled Teacher participants regardless of the category of coverage elected. The percentage of District contribution will decrease to ninety percent (90%) of the premium for all enrolled Teacher participants regardless of the category of coverage elected when the District implements a "Flex Benefits plan", as described in Section 125 of the IRS regulations. District contributions will continue at the 90% level unless and until the District, or IRS regulations, eliminates the "Flex Benefits plan". At such time as the "Flex Benefits plan" ceases, the District will contribute ninety-five percent (95%) of the premium for all enrolled Teacher participants regardless of the category of coverage elected for the term of this contract .
- c) The parties agree that the District has the right to investigate alternatives to the District's current primary health insurance carrier and to substitute a new primary carrier so long as the District and the Association agree that there is no diminishment of benefits with the new primary carrier.

Section 12.5 Health Insurance Buy Out Incentive

- a) Bargaining unit members who have been enrolled for at least one year in any of the health insurance plans offered by the District may elect to decline coverage and receive a financial consideration as a result. The following stipulations apply:
 1. The financial consideration for electing not to participate in District sponsored Health insurance programs shall be:
 - \$1000- individual coverage
 - \$1500- individual plus one coverage
 - \$1750- family coverage

2. Teachers who wish to decline insurance must submit a non-election form by September 1 of the school year in which he/she wishes to non-elect. Non-election will be effective October 1.
3. Time spent on unpaid leave of absence shall be deducted from the period of time worked for the purpose of pro-rating the incentive.
4. Payment of all financial incentives shall be made on a prorated payroll period basis for as long as the Teacher chooses to participate in the District's health insurance buyout program.
5. By this agreement, the parties do not suggest that Teachers whose sole health insurance protection is provided by the District participate in such an option. The District and the Association caution that only those Teachers who have alternative health insurance consider participating in this incentive program. Teachers should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc., of any alternative health insurance program.

Section 12.6. Health Insurance Buy Down Incentive

- a) Bargaining unit members who have been enrolled for at least one year in any of the health insurance plans offered by the District may elect to decrease coverage and receive a financial consideration. The following stipulations apply:
 1. The financial consideration for decreasing coverage shall be:

Family coverage to employee plus one- \$600
Family coverage to individual- \$1200
Employee plus one coverage to individual- \$600
 2. Teachers who wish to decrease insurance coverage must submit an authorization form by September 1 of the school year in which he/she wishes to decrease coverage. Change in coverage will be effective October 1.
 3. Time spent on unpaid leave of absence shall be deducted from the period of time worked for the purpose of pro-rating the incentive.

4. Payment of all financial incentives shall be made on a prorated payroll period basis for as long as the Teacher chooses to participate in the District's health insurance buydown program.
5. By this agreement, the parties do not suggest that Teachers whose sole health insurance protection is provided by the District participate in such an option. The District and the Association caution that only those Teachers who have alternative health insurance consider participating in this incentive program. Teachers should become thoroughly informed and knowledgeable regarding the benefits, cost, employer's participatory share of such cost, etc. of any alternative health insurance program.

Section 12.7. Health Insurance Benefit in Retirement

- a) For each teacher last hired before June 30, 2000 who retires with fewer than 15 years of District service, the District agrees to pay 90% of the health insurance premium for the retiring Teacher and his/her insured dependents. Such payment shall continue for a period of ten (10) years from the date of retirement. If the insured Teacher dies before the ten (10) years has concluded, District premium payments will cease. The Teacher's surviving insured dependents may continue their insurance from that point on, at no cost to the District.
- b) For each teacher who retires with more than 15 years of District service, the District agrees to pay the health insurance premium for the retiring Teacher and his/her insured dependents for the period and at the rates described in the table below. Such payments shall be based on the Teacher's years of District service.

Years of District Service completed at date of retirement	Period for which the District will pay Health Insurance Premiums	Percent of premiums the District will pay Teacher / Dependents
30	Lifetime	90% / 90%
25	30 years	90% / 90%
20	25 years	85% / 85%
15	20 years	80% / 80%

- c) Teachers who retire with more than 200 accumulated sick days may bank the sick days that exceed 200 days at the rate of \$100 per day. (For example, a Teacher retiring with 225 accumulated sick days would bank 25 days @ \$100/day. The value of the bank would be \$2500.) Banked funds shall be used by the District to pay Health Insurance premiums for the dependents of the retired Teacher in the event that the Teacher predeceases his/her dependents. At the point in time at which the banked funds are depleted, District premium payments on behalf of the Teacher's dependents will cease. The Teacher's

surviving insured dependents may continue their insurance, from that point on at no cost to the District.

- d) When the Teacher and dependents become Medicare eligible, the health insurance will be converted to gap insurance which is equivalent to the District's plan as of June 30, 2000.

Section 12.8. Dental Insurance

The District shall contribute the amount of two hundred dollars (\$200) for individual coverage and four hundred dollars (\$400) for family coverage toward the premium cost of dental insurance coverage for each enrolled and participating Teacher.

Section 12.9. Additional Optional Retirement Benefit

Those Teachers who retire in their first year of eligibility, without penalty, under the Teachers' Retirement System shall have the following options:

- a) The District will make a cash payment of up to \$20,000 payable in two lump sums on or about October 31 and December 31 of the year in which the Teacher Retires. The value of the retirement option payment shall be either:
 - 1. \$15,000, or
 - 2. \$100 per day for each accumulated sick day to a maximum of \$20,000.
- b) In lieu of the cash payment, the retiree may place any portion of the retirement option in section 12.9.a. into an "Insurance bank". Such money shall be used to pay, or help pay, health insurance premiums for the retiree and, or his/her dependents. The District will increase the amount deposited in the account by the retiree by 1/3 to a maximum of \$26,667. For example: If the retiree placed \$5,000 in the account, the District would increase the deposit by 1/3, or \$1,667, and a total of \$6,667 would be deposited on behalf of the retiree. If the retiree dies, the balance of the account will be available to the insured dependents of the retiree until said balance is exhausted.
- c) To be eligible for this option, the Teacher must give the District notice of his/her intent to retire by March 1 of the school year in which he or she becomes first eligible to retire. The Teacher may receive the option if he/she retires on:
 - 1. February first or June thirtieth of their first year of eligibility, or

2. February first of their second year of eligibility if their birthday falls during the first semester, or
 3. June thirtieth of their second year of eligibility if their birthday falls during the second semester.
- d) The health insurance benefit available to the Teacher in section 12.7. above must be used before or concurrently with the incentive in this section 12.9.

Section 12.10. Salary Schedules

Baldwinsville Teachers' Salary Schedules

	2002-03	2003-04	2004-05
	B	B	B
1	\$37,710	\$38,840	\$40,000
2	\$38,109	\$39,272	\$40,422
3	\$38,525	\$39,688	\$40,872
4	\$38,959	\$40,122	\$41,304
5	\$39,410	\$40,573	\$41,756
6	\$39,737	\$41,043	\$42,225
7	\$40,116	\$41,384	\$42,715
8	\$40,504	\$41,779	\$43,069
9	\$41,023	\$42,182	\$43,480
10	\$41,853	\$42,723	\$43,900
11	\$42,736	\$43,588	\$44,463
12	\$43,052	\$44,507	\$45,363
13	\$43,479	\$44,836	\$46,320
14	\$44,227	\$45,280	\$46,662
15	\$45,767	\$46,059	\$47,124

16	\$46,636	\$47,663	\$47,935
17	\$47,177	\$48,568	\$49,604
18	\$47,554	\$49,131	\$50,546
19	\$47,940	\$49,524	\$51,132
20	\$48,349	\$49,926	\$51,541
21	\$48,793	\$50,352	\$51,959
22	\$49,250	\$50,814	\$52,403
23	\$50,118	\$51,290	\$52,884
24	\$51,579	\$52,195	\$53,379
25	\$52,728	\$53,716	\$54,320
26	\$53,827	\$54,912	\$55,904
27	\$55,923	\$56,058	\$57,149
28	\$58,041	\$58,240	\$58,341
29	\$60,017	\$60,445	\$60,611
30	\$62,092	\$62,504	\$62,907
31	\$64,175	\$64,665	\$65,049
32	\$66,250	\$66,834	\$67,298
33	\$69,103	\$68,995	\$69,556
34	\$71,185	\$71,967	\$71,805
35	\$73,582	\$74,134	\$74,897
36	\$75,483	\$76,631	\$77,154
37		\$78,610	\$79,752
38			\$81,811

Section 12.11. Supplemental Information

- a) A Teacher with provisional certification shall be entitled to credit hour compensation only for:
 1. College courses as described in Article 10 Section 10.2 of this agreement; or
 2. Approved local in-service credit as described in Article 10 Section 10.3 of this agreement.
- b) Payment for hours between B and B + 30 to a maximum of B + 60, and between M and M + 30 to a maximum of M + 60 shall be made at the rate of

2002-03	\$110
2003-04	\$114
2004-05	\$119

Said payment may be applied for, to be effective September 1 and February 1 annually, provided the prescribed application is received in the Personnel Office on or before the last day of September to be effective that September 1, or on or before the last day of February to be effective that February 1.

- c) Any full-time Teacher employed prior to February 1 in any school year shall be entitled to advance one (1) experience level on the salary schedule.
- d) Payment for a Masters degree shall be at the rate of

2002-04	\$1,763
2003-05	\$1,835
2004-06	\$1,911

Section 12.12. Extra Duty Pay Schedule (Activities and Clubs)

- a) A Teacher who is employed as moderator for the activities or clubs set forth below shall be paid annually in addition to his/her salary from the applicable salary schedule in accordance with the following:
 - 1. To qualify for play director compensation, the Teacher moderator must produce two (2) three (3) act plays or their equivalent.
 - 2. Notice of intent to employ as moderator for the above activities or clubs shall be given to Teachers by June 1 of the preceding school year and returned with acceptance or rejection indicated within ten (10) school days of receipt or by June 11 whichever is the later. If the notice is not returned within the time limit, the District shall have the right to appoint a new moderator to the applicable position.

- b) The extra duty pay schedules for activities for the 2002-03 through the 2004-05 school years shall be as follows:

	2002-03	2003-04	2004-05
	\$3,137	\$3,265	\$3,399
Senior High Yearbook Advisor			
Senior High Student Council Advisor			
Senior Musical Play Director			
Senior High Select Chorus Director			
Senior Class Advisor			
	\$1,965	\$2,046	\$2,130
Senior High Honor Society Advisor			

Senior High Theatrical Company Advisor
Junior Class Advisor

\$1,469 \$1,529 \$1,592

Senior High Newspaper Advisor
Sophomore Class Advisor
Junior High Yearbook Advisor
Junior High Student Council Advisor
Junior High Honor Society Advisor
Middle School Yearbook Advisor
Middle School Student Government Advisor

\$972 \$1,012 \$1,054

Freshman Class Advisor
Senior High Art Club Advisor
Senior High Audio Visual Club Advisor
Senior High Computer Club Advisor
Senior High Foreign Language Club Advisor
Senior High Mathematics Club Advisor
Senior High New Horizons Club Advisor
Senior High Students Against Drunk Driving Club Advisor
Senior High Stage Band Director

School Stores Advisor is to be included within Section 12.10b in accordance with the hourly rate of \$29.00 per hour in 2002-03, \$30.00 per hour in 2003-04, \$31.00 per hour in 2004-2005 with the total annual stipend not to exceed 68 hours.

Section 12.13. Services After School Year or School Day

- a) Teachers employed prior to or after the school calendar year when performing like duties will be paid at one two hundredth (1/200th) per day of the annual salary rate for 7.25 continuous hours, e.g. guidance counselors and school psychologists. Teachers, guidance counselors and school psychologists employed for the summer shall be paid in accordance with the salary schedule applicable for the preceding school year.
- b) Teachers employed to perform other related instructional duties will be paid at the rate of \$29 per hour in the 2002-03 school year, \$30 per hour in the 2003-04 school year, \$31 per hour in the 2004-05 school year (e.g., home instruction, curriculum development and driver education).
- c) Teachers employed to provide Academic Intervention Services will be paid at the rate of \$36 per forty-five minute class in the 2002-03 school year, \$38 per

forty-five minute class in the 2003-04 school year, \$39 per forty-five minute class in the 2004-05 school year.

- d) Each School Psychologist's base salary will include a stipend of \$1763 in 2002-03, \$1835 in 2003-04 and \$1911 in 2004-2005. This stipend will be in addition to his/her salary on the Teacher's Salary Schedule. This amount is in compensation for the psychologist's eight-hour workday.

Section 12.14. Summer School Pay Schedule

- a) A statement of all subject area openings for summer school Teachers shall be adequately publicized by the Superintendent or his/her designee and shall be posted in each school building in the District as early as possible, but not later than May 1.
- b) Applications for summer school employment must be submitted within ten (10) school days of the posting of such notice.
 - 1. Teachers who have applied for a summer school position will be notified of the tentative action taken regarding their application as early as possible, but not later than June 1.
 - 2. The District will use its best efforts to see that summer school positions are filled by regularly appointed Teachers in the District.
 - 3. Teacher's areas of competence, teaching performance and previous service in the District's summer school programs will be considered in determining which Teachers will be hired for summer school work.
- c) Teachers shall be paid at a per diem equal to 1/200 of the Teacher's step on the salary schedule, column B, at each step. The number of steps in the summer school salary schedule will be increased by 1 step annually, with 15 steps in the summer of 1996, 16 steps in the summer of 1997, 17 steps in the summer of 1998, 18 steps in the summer of 1999, and 19 steps in the summer of 2000.
- d) The per diem rates for Summer School shall apply for a full six (6) hour day:
- e) Summer School - Secondary School/ Middle School - One third (1/3rd) of the above rates shall be paid per class (one and one half (1-1/2) hour/class) at the secondary and middle school levels.
- f) Summer School - Elementary School - One half (1/2) of the above rates shall be paid per class (three (3) hour/class) at the elementary level.

Section 12.15. Coaches salary Schedules

a) 2002-2003 Coaches Salary schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	0.55	0.67	0.8	0.9	1
1.05	\$3,428	\$4,176	\$4,987	\$5,610	\$6,233
1	\$3,265	\$3,977	\$4,749	\$5,343	\$5,937
0.95	\$3,102	\$3,779	\$4,512	\$5,076	\$5,640
0.9	\$2,939	\$3,580	\$4,274	\$4,809	\$5,343
0.85	\$2,775	\$3,381	\$4,037	\$4,541	\$5,046
0.8	\$2,612	\$3,182	\$3,799	\$4,274	\$4,749
0.75	\$2,449	\$2,983	\$3,562	\$4,007	\$4,452
0.7	\$2,286	\$2,784	\$3,324	\$3,740	\$4,156
0.65	\$2,122	\$2,585	\$3,087	\$3,473	\$3,859
0.6	\$1,959	\$2,386	\$2,850	\$3,206	\$3,562
0.55	\$1,796	\$2,188	\$2,612	\$2,939	\$3,265
0.5	\$1,633	\$1,989	\$2,375	\$2,671	\$2,968

b) 2003-2004 Coaches Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	0.55	0.67	0.800	0.9	1
1.05	\$3,531	\$4,301	\$5,136	\$5,778	\$6,419
1	\$3,363	\$4,096	\$4,891	\$5,502	\$6,114
0.95	\$3,194	\$3,891	\$4,646	\$5,227	\$5,808
0.9	\$3,026	\$3,687	\$4,402	\$4,952	\$5,502
0.85	\$2,858	\$3,482	\$4,157	\$4,677	\$5,197
0.8	\$2,690	\$3,277	\$3,913	\$4,402	\$4,891
0.75	\$2,522	\$3,072	\$3,668	\$4,127	\$4,585
0.7	\$2,354	\$2,867	\$3,424	\$3,852	\$4,280
0.65	\$2,186	\$2,663	\$3,179	\$3,577	\$3,974
0.6	\$2,018	\$2,458	\$2,935	\$3,301	\$3,668
0.55	\$1,849	\$2,253	\$2,690	\$3,026	\$3,363
0.5	\$1,681	\$2,048	\$2,446	\$2,751	\$3,057

c) 2004-2005 Coaches Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	0.55	0.67	0.800	0.9	1
1.05	\$3,635	\$4,428	\$5,287	\$5,948	\$6,609
1	\$3,462	\$4,217	\$5,035	\$5,665	\$6,294
0.95	\$3,289	\$4,006	\$4,783	\$5,381	\$5,979
0.9	\$3,116	\$3,795	\$4,532	\$5,098	\$5,665
0.85	\$2,942	\$3,584	\$4,280	\$4,815	\$5,350
0.8	\$2,769	\$3,374	\$4,028	\$4,532	\$5,035
0.75	\$2,596	\$3,163	\$3,776	\$4,248	\$4,720
0.7	\$2,423	\$2,952	\$3,525	\$3,965	\$4,406
0.65	\$2,250	\$2,741	\$3,273	\$3,682	\$4,091
0.6	\$2,077	\$2,530	\$3,021	\$3,399	\$3,776
0.55	\$1,904	\$2,319	\$2,769	\$3,116	\$3,462
0.5	\$1,731	\$2,108	\$2,518	\$2,832	\$3,147

d) The coaches salary schedule is referenced to the teachers' salary schedule. 1.05 of step 5 of the coaches salary schedule shall equal 16% of step 4 B of the teachers' salary schedule. Steps 1 through 4 of the coaches salary schedule shall be 55.0%, 67.0%, 80.0%, and 90.0% of step 5 of the coaches salary schedule, respectively.

e) SPORTS RATING SCALE

Baseball

Head Varsity	0.90
Head JV	0.80
Frosh, Mod or Floater.	0.65

Basketball

Head Boys/Girls Varsity	1.00
Head Boys /Girls JV	0.90
Girls/Boys Frosh/ Mod. Full	0.65
Girls/Boys Frosh/ Mod. Half	0.55

Bowling

Head Boys/Girls	0.50
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Cheerleading

Fall Head Varsity	0.60
Fall Head JV or Ass't. Var.	0.50
Winter Head Varsity	0.70

Lacrosse

Head Varsity	0.90
Head JV	0.80
Ass't. Varsity	0.70
Frosh, Mod. or Ass't. JV	0.65

Marching Band

Director	1.05
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Soccer

Head Boys/Girls Varsity	0.90
Head Boys/Girls JV	0.80
Boys/Girls Frosh, Mod. or Floater	0.65

Softball

Head Varsity	0.90
Head JV	0.80

Winter Head JV or Asst.Var. 0.60

Cross Country

Head Boys/Girls Varsity 0.85

Boys/Girls Frosh, Mod., 0.65

Ass't. Varsity 0.70

Football

Head Varsity 1.05

Head JV 0.95

Ass't. Var. or JV 0.90

Frosh or Mod. 0.75

Gymnastics

Head Boys/Girls Varsity 1.00

Ass't. Boys/Girls Varsity 0.70

Boys/Girls Frosh or Mod. 0.55

Golf

Head Boys/Girls 0.50

Ice Hockey

Head Varsity 0.95

Head JV or Var. Ass't. 0.75

Indoor Track

Head Boys/Girls 0.95

Assistant 0.75

Marching Band Director

1.05

Frosh, Mod or Floater.

0.65

Swimming

Head Boys Varsity 0.95

Head Girls Varsity 0.85

Boys JV, Frosh, or Mod. 0.55

Girls JV, Frosh or Mod. 0.65

Tennis

Head Boys/Girls Varsity 0.80

Head Boys/Girls JV 0.70

Track

Head Boys/Girls Varsity 0.90

Ass't. Boys/Girls Varsity 0.70

Boys/Girls Frosh Or Mod 0.65

Volleyball

Head Varsity 0.95

Head JV 0.85

Frosh or Mod Full Season. 0.65

Frosh or Mod Half Season. 0.55

Wrestling

Head Varsity 1.00

Head JV 0.90

Frosh, Mod. or Floater Full 0.65

Frosh, Mod. or Floater Half 0.55

Field Hockey

Head Varsity 0.90

Head JV 0.80

Frosh or Mod. 0.65

Crew

Head Varsity 0.90

**Memorandum of Agreement
Between
The Baldwinsville Teachers Association
and
The Baldwinsville Central School District**

The Baldwinsville Teachers Association and the Baldwinsville Central School District agree to the following:

1. Given SED requirements regarding Teacher Evaluation and Professional Improvement Plans, the Baldwinsville Teachers Association and the Baldwinsville Central School District agree to negotiate the Teacher Evaluation section of the contract to be in compliance with the Commissioners Regulations. Such negotiations will begin on or about September 1, 2000.
2. Representatives of the Baldwinsville Teachers Association and the District will meet to consider the possibility of employing Department Coordinators. Said Department Coordinators would become members of the Teachers bargaining unit. If Department Coordinator positions are created representatives of the Baldwinsville Teachers

Association and the District will negotiate the terms and conditions of said positions during the term of the 1999-2002 contract.

Date: _____

For the Baldwinsville Central School District

Ted Gilkey, Superintendent of Schools

For The Baldwinsville Teachers Association

Blase Lauri, President

BALDWINSVILLE CENTRAL SCHOOL DISTRICT
BALDWINSVILLE, NEW YORK 13027

GRIEVANCE SETTLEMENT

Pursuant to Article 2.3.c 5 of the Teachers Collective Bargaining Agreement, the following confirms the "mutual agreement" between the Superintendent and the Baldwinsville Teachers Association ("BTA") in full and final settlement of the grievance filed by the BTA dated April 2, 1990.

1. Both parties agree that the librarian/media specialist is the primary planner of instruction in the library/media center.
2. The District acknowledges that where a building has an instructional library program, the District will employ a certified library/media specialist in that building.
3. Both parties agree that if a budgetary situation arises where a librarian/media specialist is abolished, it is understood that the library/media program ceases to exist and aides or assistants will only be utilized in a clerical capacity.



Superintendent of Schools

5/9/90

Date



Signed for the Baldwinsville Teachers
Association

5/9/90


Date

MEMORANDUM OF AGREEMENT
BETWEEN THE
BALDWINSVILLE TEACHERS ASSOCIATION
AND THE
BALDWINSVILLE CENTRAL SCHOOL DISTRICT

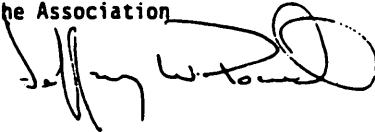
It is the intent of Article 6, section 6.1.c.1 of the Baldwinsville Teachers Contract Agreement that, at least two days prior to a scheduled observation, the teacher present to the evaluator the objectives to be used in the lesson. Either party may request a pre-observation conference to discuss the objectives. Otherwise, a written statement of objectives will suffice.

It is the intent of Article 6, section 6.1.c.2 of the Baldwinsville Teachers Contract Agreement that a post-observation conference will be held between the teacher being evaluated and the evaluator. At this conference the teacher and the evaluator will discuss the lesson. Teacher input will be sought at the conference prior to the evaluation being written.

For the District



For the Association



Date:

10/30/85

MEMORANDUM OF AGREEMENT
BETWEEN THE
BALDWINVILLE TEACHERS ASSOCIATION
AND THE
BALDWINVILLE CENTRAL SCHOOL DISTRICT

The following is hereby agreed with regard to secondary teachers required to teach six (6) classes per day.

A. The District may assign secondary teachers to six (6) classes per day except under the following conditions: (effective July 1, 1986)

1. Unless a teacher volunteers for a 6th period no more than four (4) teachers will be required to teach six (6) classes per day, or 75% whichever is less within a given department.
2. If a class within a department has an enrollment of less than 15 students, the District will not assign a teacher within that department to a 6th period unless a teacher volunteers for some period. If no teacher volunteers, the District will make every effort to combine classes or use other strategies rather than assigning a 6th period to a teacher.

Classes of 15 or less which are required for students' sequence, graduation, music lessons, or if the facility is not available for the class cannot accommodate in excess of 15 are exempt from the conditions indicated above.

3. Teachers in a subject area who presently teach a sixth class will continue to do so. These areas are foreign language (grades 6-12), technology (grades 6-9), art (grades 6-12), music (grades 6-9), physical education (grades 6-12), health (grades 7-12), and home and career skills (grades 6-9).

For the District

For the Association

Date

10/30/85

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 24th day of February, 2002.

BALDWINSVILLE CENTRAL SCHOOL DISTRICT

By: Theodore R. Gilkey
Theodore R. Gilkey Ed. D., Superintendent

BALDWINSVILLE TEACHERS ASSOCIATION

By: Eileen A. Foss
Eileen Foss, President